

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SUBREGION 24**

UPS SUPPLY CHAIN SOLUTIONS, INC.

and

Cases 12-CA-159257  
12-CA-168819

UNION DE TRONQUISTAS DE PR, LOCAL 901,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

**COUNSEL FOR THE GENERAL COUNSEL'S EXCEPTIONS  
TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

Pursuant to Section 102.46 of the Board's Rules and Regulations, Counsel for the General Counsel hereby submits the following exceptions to the Decision of the Administrative Law Judge (ALJ) Michael A. Rosas, dated April 13, 2016, in the above captioned cases:<sup>1</sup>

1. The ALJ erred by finding that there are company officials based in Georgia who were involved in the [bargaining] process through Silva-Cofresí, by inferring that those officials have some indirect role in bargaining with the Union, and that they would later have some direct role in bargaining with the Union, by inferring that Silva-Cofresí was referring to a company official or officials with some role in the collective-bargaining agreement approval process, and by finding that at least one of those company officials is not fluent in Spanish. [ALJD 9:37-39 and ALJD 9 at fn. 29].<sup>2</sup>

2. The ALJ erred by failing to find that Respondent conditioned bargaining on a permissive subject of bargaining in a threshold negotiating ground rule, by insisting that the

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<sup>1</sup> Citations to the record evidence in support of General Counsel's exceptions are set forth in the accompanying brief in support of exceptions.

<sup>2</sup> The ALJ's Decision is identified herein by "ALJD" followed by the page and line numbers.

Union pay for the cost of translating its initial collective-bargaining proposal from Spanish to English, notwithstanding that all persons involved in negotiations, including Respondent's two representatives – its counsel and Human Resources Manager – communicated in Spanish, and that the claimed need for translation to English was solely for Respondent's convenience with respect to a claim that other unnamed Respondent officials who **might** later become involved in negotiations, but who never appeared at the bargaining table or otherwise communicated with the Union, would need an English translation. [ALJD 9: 30 to 10:46].

3. The ALJ erred by failing to find that Respondent did not make significant counterproposals to the Union's contract proposals, and that by this conduct, in view of the totality of the circumstances of its conduct in this matter, Respondent violated Section 8(a)(1) and (5) of the Act. [ALJD 4:35-36; ALJD 5:6-10].

4. The ALJ erred by finding that Respondent could lawfully demand that the Union translate its proposed collective-bargaining agreement from Spanish to English because the proposal affects the "terms and conditions of employment" embodied in the proposal. [ALJD 10:1-6].

5. The ALJ erred by failing to correctly consider the impact of the Board's holdings in *Bartlett-Collins Co.*, 237 NLRB 770 (1978) and other cases he relied on to find that the Employer's demand that the Union pay for the cost of translating its initial bargaining proposal from Spanish to English constituted a mandatory subject of bargaining. [ALJD 10:18-35].

6. The ALJ erred by recommending that the allegations of the complaint in Case 12-CA-159257, that Respondent violated the act by insisting on an English translation of the Union's collective-bargaining agreement proposal as a condition of further bargaining, be dismissed and by failing to find and conclude that all allegations in the complaint in Case 12-CA-159257 have

been proven, and by failing to recommend appropriate remedies, including an extension of the certification year, a bargaining schedule and bargaining report requirement, and a notice reading requirement, and appropriate language in the recommended Order and Notice to Employees. [ALJD 11:3-5; ALJD 11:46 to 12:2; ALJD 14:7 to 15:3; ALJD Appendix].

7. The ALJ erred by his choice of words in stating that the Union proposed a collective-bargaining agreement written in Spanish, which could be misinterpreted to mean that the Union proposed that the final agreement be written in Spanish (only). Rather, the Union merely made its initial proposals in Spanish. [ALJD 9:23].

As further explained in the accompanying brief in support of exceptions, Counsel for the General Counsel respectfully requests that the Board grant the General Counsel's exceptions in their entirety, and find and conclude that Respondent violated the Act as alleged above, and already found by the ALJ, and issue an appropriate Order and provide for the appropriate remedies for all of Respondent's unfair labor practices.

Dated at San Juan, Puerto Rico, this 11<sup>th</sup> day of May, 2016.

**/s/Carlos J. Saavedra-Gutiérrez**

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Carlos J. Saavedra-Gutiérrez  
Counsel for the General Counsel  
National Labor Relations Board, Subregion 24  
525 F.D. Roosevelt Ave.  
La Torre de Plaza, Suite 1002  
San Juan, Puerto Rico 00918-1002  
Telephone: (787) 766-3661  
Fax: (787) 766-5478  
E-mail: carlos.saavedra-gutierrez@nlrb.gov

## **CERTIFICATE OF SERVICE**

I hereby certify that on May 11, 2016 I served Counsel for the General Counsel's Exceptions to the Decision of the Administrative Law Judge in the matter of UPS Supply Chain Solutions, Inc., Cases 12-CA-159257 and 12-CA-168819, upon the following persons, by the means set forth below:

**By Electronic Filing to:**

Hon. Gary W. Shinnars  
Executive Secretary  
National Labor Relations Board  
1099 14<sup>th</sup> Street N.W.  
Washington, DC 20570

**By Electronic Mail to:**

José A. Silva-Cofresí, Esq.  
Alicia Figueroa-Llinás, Esq.  
Fiddler, González & Rodríguez, PSC  
PO Box 363507  
San Juan, PR 00936-3507  
jsilva@fgirlaw.com  
afigueroa@fgirlaw.com

Argenis Carrillo  
Unión de Tronquistas de PR,  
Local 901, IBT  
352 Calle Del Parque  
San Juan, PR 00912-3702  
tronquistalu901@gmail.com

**/s/ Carlos J. Saavedra-Gutiérrez**

Carlos J. Saavedra-Gutiérrez  
Counsel for the General Counsel  
National Labor Relations Board, Subregion 24  
525 F.D. Roosevelt Ave.  
La Torre de Plaza, Suite 1002  
San Juan, Puerto Rico 00918-1002  
Telephone: (787) 766-5347  
Fax: (787) 766-5478  
Email: carlos.saavedra-gutierrez@nlrb.gov